



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

500 West Temple Street
493 Kenneth Hahn Hall of Administration
Los Angeles, CA 90012

JON W. FULLINWIDER
CHIEF INFORMATION OFFICER

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May 16, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND VARGIS, LLC FOR DIGITAL AERIAL IMAGERY DATA AND SERVICES

(3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Chief Information Officer to execute the attached Amendment No. 1 to the existing Agreement between the County of Los Angeles and VARGIS LLC to increase the Contract Sum in the amount of \$81,000 to expand the scope of the aerial imagery coverage area to include Light Detection and Ranging (LiDAR) data, elevation contours and color near-infrared (CIR) data for Catalina Island and CIR data for the Angeles National Forest. The expanded coverage will support the specific needs of the Catalina Conservancy who has agreed to participate as a funded member of the Los Angeles Region Imagery Acquisition Consortium (LAR-IAP) if these imagery and data products are made available. Other members of the Consortium Project have indicated a need for CIR data for the Angeles National Forest. With the additional participation generated by the expansion of the imagery coverage areas, there is sufficient anticipated revenue to cover the increase in the Contract Sum under Amendment No. 1 to fund aerial imagery for Catalina Island and for the Angeles National Forest.

PURPOSE OF RECOMMENDED ACTION

Approval of Amendment No. 1 to the Agreement will enable VARGIS LLC to provide high-resolution orthogonal imagery and associated data products for the expanded coverage areas of Catalina Island and the Angeles National Forest. These unanticipated datasets will provide additional value to existing Consortium Project

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members and potential members that have an interest in this data. Because of the relatively small and easily accessible areas, this effort can be accomplished without impacting the current July-September 2006 delivery schedule.

The LAR-IAP was established in August 30, 2005 with your Board's approval of a Memorandum of Understanding. The primary objective of the LAR-IAP is to significantly reduce the cost of high quality aerial imagery for the County by sharing acquisition and processing costs with other public entities. The cost savings to participants for all four (4) imagery products will be approximately 40% less compared to the cost of individually obtaining these essential images. There are currently 27 public entities participating in the Consortium Project.

The acquisition of the aerial imagery is being accomplished in three (3) phases. Phase 1 was initiated with your Board's approval of the Agreement with VARGIS LLC on October 18, 2005 that provided for the acquisition of orthographic imagery and associated data products. Phase 2, acquisition of oblique imagery, was initiated through an extension of an existing ISD Purchase Agreement with Pictometry International in January 2006. Phase 3 was initiated with your Board's approval of an agreement with Dewberry & Davis Services Operations, Inc. on January 31, 2006 which provide for the independent and thorough quality control/quality assurance of the approximately 200,000 images before they are distributed to the Consortium Project participants, and payments to the contractors.

JUSTIFICATION

In 2002, the Chief Information Office contracted for a Geographical Information Systems (GIS) study to review the use and need for GIS for all County Departments. The study identified that 90% of the data and GIS expertise was maintained in six (6) County Departments and there were no formal mechanisms to support resource and data sharing between all County Departments. The study also determined that 75% of the departments indicated that operational effectiveness and efficiency would benefit from the availability of geography information, including imagery. This growing demand for GIS and improved data sharing has also expanded the demand for access to updated aerial imagery.

The integration of high quality aerial imagery with GIS significantly increases worker productivity and quality, and improved service to constituents. The County Quality and Productivity Commission (QPC) recognized the value of GIS aerial imagery by awarding the Department of Public Works (DPW), Department of Regional Planning (DRP) and the Chief Information Office (CIO) the Productivity and Quality Silver Eagle Award for projects submitted in 2003. This project was also showcased at the 2004 National Association of Counties Annual Conference (NACo), demonstrating the benefits of up-to-date aerial imagery for worker productivity and the public.

The LAR-IAP will provide highly accurate and precise orthoginal and oblique imagery data that will allow users to seamlessly view any parcel in Los Angeles County and see a top-down and 4-sided view of any location in the region, including the ability to determine the dimensions and elevations between points on the images. The inclusion of data for Catalina Island and for the Angeles National Forest area will increase the value of the Consortium products to the participants and constituents at large.

The Consortium products will assist County departments with many activities including: property assessment, facilities management, flood control, road design, planning and zoning activities, public safety, zoning enforcement and overall decision-making when pertaining to land use and constituent needs.

In addition to the increase in the Contract Sum under Amendment No. 1, two additional non-material changes to the Agreement will be accomplished through Change Notices to the Agreement that do not require Board approval and are described herein for informational purposes only: (1) The Contractor's name will be changed from "VARGIS LLC" to "Infotech Enterprises America, a California Corporation" due to an internal restructuring of VARGIS' parent company. There is no change in the Contractor's ownership, project management or financial capabilities and responsibilities. (2) The County LAR-IAP Project Director, John McIntire, and Technical Manager, Milan Svitek, have recently retired and will be replaced by Jon W. Fullinwider, CIO, and Nicholas Franchino of the Department of Regional Planning, respectively.

FISCAL IMPACT/FINANCING

The total cost of the LAR-IAP is estimated at \$5.6 million. The County's share of this cost will be reduced by the amounts contributed by the participating public entities. To date, the written and verbal expressions of interest to the County from public entities in the LAR-IAP will reduce the net County obligation to \$3.2 million (a 40% savings). The County cost will be allocated among and paid by participating County Departments. As of May 1, 2006, there are 27 public entities that have signed letters of interest and/or MOU's for an estimated revenue of \$5.6 million, with an additional eight entities who are potential contributors, totaling an additional \$716,000.

It is anticipated that additional revenue from new participants will cover the \$81,000 cost of this Amendment No. 1. Funds have also been identified from the Information Technology Fund to ensure full funding of this program until such time that all of the contributions have been received from participating public entities.

This program is structured to require no additional Net County Costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Amendment No. 1 has been approved as to form by County Counsel.

CONTRACTING PROCESS

The Agreement with VARGIS LLC signed by your Board on October 18, 2005, was a competitive bid procurement with bids received from six (6) proposers; all were found to meet the minimum requirements. A bid evaluation panel was established that included representatives from County Departments and key public entities. The panel used an objective scoring process that included scores for technical approach, quality control, schedule, vendor qualifications, licensing strategies, and evaluation of sample imagery, acceptance of County Terms and Conditions and cost.

Total scores ranged from a low of 462 points to a high of 819 (VARGIS) based on 1000 points. The average bid was \$4.0 million with VARGIS having a bid of \$3.8 million.

STRATEGIC PLAN GOALS

The LAR-IAP supports the following County Strategic Goals:

1. Service Excellence

The acquired imagery will assist in providing the public with personalized spatially specific information and direct services through web-based spatially enabled imagery (land use, law enforcement, access to County service locations, etc.).

2. Workforce Excellence

Use of this imagery, combined with other data layers (parcel data, street networks, service boundaries, political boundaries, etc.), will allow the County workforce to make better decisions by adding a visual context to constituent issues and needs. Imagery will also provide information to correct errors in parcel, land use and permit tabular data.

3. Organizational Effectiveness

The use of standardized imagery will introduce a common language tool to all County Departments and outside participating agencies to visualize the same land use issues in the same way through a common geospatial image and data layers. The service delivery systems are more efficient because the cost of the imagery and tools are shared with all LAR-IAP participants, which allow participating departments and agencies to concentrate on their core missions.

4. Fiscal Responsibility

By sharing the cost for acquiring this data, the County will save 40% over the cost of obtaining this necessary imagery independently.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

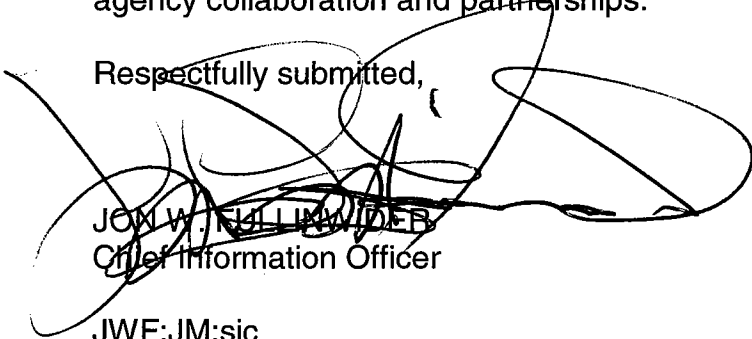
Establishment of the LAR-IAP will achieve the following benefits:

- Cost savings: 40% on imagery acquisition costs based on the collaboration with other public entities, volume discount pricing and cost sharing through the joint acquisition strategy.
- Cost savings: 50%-75% reduction in the indirect costs associated with the legal and procurement process by eliminating multiple procurements of the same product.
- Increased worker productivity: High levels of precision in digital aerial imagery tools will reduce time spent on site visits and provide a more comprehensive view of land use issues.
- Enhanced decision support: Digital imagery will aid in understanding and providing a context to constituent issues regarding land use issues at Board meetings, community meetings, hearings, etc.
- Service enhancement: Unifying digital aerial imagery will improve communication among all LA County government entities.
- Service enhancement: Integration of digital aerial imagery with GIS parcel databases and other GIS layers will provide a better context for improving the decision-making process.
- Future cost avoidance: Elimination of multiple acquisitions from agencies for the same area.
- With the additional data for Catalina Island and the Angeles National Forest, the value of the Consortium Project is increased, thereby improving participation and benefits to our constituents.

CONCLUSION

Approval of Amendment No. 1 to the Agreement with VARGIS LLC increasing the Contract Sum in the amount of \$81,000 will allow the LAR-IAP to move forward to include data for Catalina Island and the Angeles National Forest, and achieve the goal of cost saving and increased benefits to our constituents through meaningful public agency collaboration and partnerships.

Respectfully submitted,



JON W. FULLINWIDER
Chief Information Officer

JWF:JM:sjc

Attachment

c: Chair, Information System Commission
Chief Administrative Officer
County Counsel
Director, Department of Public Works
Director, Regional Planning Department
Executive Officer, Board of Supervisors

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AMENDMENT NO. 1

TO

AGREEMENT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

VARGIS LLC

FOR

DIGITAL AERIAL IMAGERY DATA AND SERVICES

FOR

LOS ANGELES REGION IMAGERY ACQUISITION PROGRAM

AMENDMENT NO. 1 TO
AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES AND VARGIS LLC FOR
DIGITAL AERIAL IMAGERY DATA AND SERVICES FOR
LOS ANGELES REGION IMAGERY ACQUISITION PROGRAM

This Amendment No. 1 to Agreement ("Amendment No. 1") is entered into as of _____, 2006 by and between the County of Los Angeles in the State of California ("County") and VARGIS LLC, a _____ corporation ("Contractor"), with reference to the following facts.

Recitals

A. County and Contractor entered into that certain Agreement for Digital Aerial Imagery Data and Services ("Agreement") which was approved by County's Board of Supervisors on October 18, 2005.

B. The parties now wish to amend the Agreement in order to provide for (1) the performance of additional services under the Agreement with respect to Santa Catalina Island, (2) the preparation of additional data with respect to national forest areas, and (3) and increase in the maximum contract sum under the Agreement to cover such additional services and data.

NOW, THEREFORE, pursuant to Paragraph 8 (Change Notices and Amendments) of the Agreement, County and Contractor hereby agree to amend the Agreement as follows.

1. Paragraph 6.1 (Contract Sum) of the Agreement is hereby deleted in its entirety and shall be replaced by the following new Paragraph 6.1 (Contract Sum) to read as follows:

"6.1 Contract Sum

The Contract Sum under this Agreement shall be the maximum monetary amount payable by County to Contractor for providing work under and during the term of this Agreement. All work completed by Contractor must be approved in writing by County. The Contract Sum, including all applicable taxes, authorized by County hereunder shall not exceed a total of Three Million Eight Hundred Eighty-One Dollars (\$3,881,000) for the term of this Agreement.

Contractor shall maintain a system of record keeping that will allow Contractor so determine when it has incurred seventy-five percent (75%) of the Contract Sum authorized under this Agreement. Upon occurrence of this event, Contractor shall send

written notification to County's Project Director at the address herein provided in Exhibit E (County's Administration)."

2. Task #3 (Digital Terrain Datasets (DSM, DTM and DEM)) of Exhibit A (Statement of Work) of the Agreement is hereby deleted in its entirety and shall be replaced by the following new Task #3 (Digital Terrain Datasets (DSM, DTM and DEM)) to read as follows:

"Task #3 - Digital Terrain Datasets (DSM, DTM and DEM)

A. Contractor will be responsible for:

Digital Terrain Datasets shall be produced for **Project Area #1** and **Project Area #3** to support generation of ortho imagery, 3D visualization, change detection and 2-foot contour generation with breakline data. Digital Terrain Datasets should be produced using LiDAR technology with a combination of stereo compilation for above specified breaklines.

The Digital Terrain Datasets shall comply with the following requirements:

- a. The DTM spacing shall be 5 foot or less.
- b. The DTM shall comply with National Standard for Spatial Data Accuracy (NSSDA) specification for 2 foot contouring, i.e., accuracy (z) of 1.19 foot at the ninety-five percent (95%) confidence level.
- c. The horizontal component of the DTM shall comply with National Standard for Spatial Data Accuracy (NSSDA) specification for 1:1200 mapping, i.e., accuracy (r) of 3.80 foot at the ninety-five percent (95%) confidence level.

B. Deliverables:

- a. *Project documentation outlining procedures and data collected, and reports of accuracy evaluation.*
- b. *First return data in ArcGIS raster format and Microstation compatible format.*
- c. *Bare-earth DTM incorporating the last return LiDAR data in ArcGIS raster format and Microstation compatible format.*
- d. *FGDC compliant metadata."*

3. Task #4 (Contours with 2 Foot Interval) of Exhibit A (Statement of Work) of the Agreement is hereby deleted in its entirety and shall be replaced by the following new Task #4 (Contours with 2 Foot Interval) to read as follows:

"Task #4 - Contours with 2 Foot Interval

A. Contractor will be responsible for:

Generating contours with 2 foot intervals for **Project Area #1** and **Project Area #3** using DTM prepared in Task #3. Contour lines should be seamless for the entire area as specified in Section 3, General Scope of Work and Deliverables.

B. Deliverables:

- a. *ArcGIS shapefiles with contours tiled to specific grid system (as proposed by the Proposer and approved by LA County).*

- b. AutoCAD drawing file with contours tiled to specific grid system (as proposed by the Proposer and approved by LA County)."*

4. Task #7 (Near Infrared Imagery with Four Inch and One Foot Pixel Resolutions) of Exhibit A (Statement of Work) of the Agreement is hereby deleted in its entirety and shall be replaced by the following new Task #7 (Near Infrared Imagery with Four Inch and One Foot Pixel Resolutions) to read as follows:

"Task #7 – Near Infrared Imagery with Four Inch and One Foot Pixel Resolutions

A. Contractor will be responsible for:

Near infrared imagery shall be generated for **Project Area #1** and **Project Area #3** at four inch pixel resolution and for **Project Area #2** at one foot resolution using deliverables in Task #1, Task #2 and Task #3 with the following requirements:

- a.** Near infrared imagery shall be color balanced and seamlessly mosaicked.
- b.** Near infrared imagery will be tiled to specific grid system (as proposed by the Proposer and approved by LA County).
- c.** Near infrared imagery files will be processed in NAD83, CA State Plane Coordinate System, Zone 5, US Survey Feet.

B. Deliverables:

- a.. The near infrared imagery shall be delivered in Geo-TIFF file format (or other alternative format, such as JPEG 2000) upon approval by LA County.*
- b. FGDC compliant metadata."*

5. In all other respects, the Agreement, as amended under this Amendment No. 1, shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the Effective Date.

County of Los Angeles


VARIGS LLC.

By _____
John Fullinwider
Chief Information Officer
Project Director

By _____
Name: _____
Title: _____

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By  _____
Jose Silva
Principal Deputy County Counsel